

In re: \$49,112.51 United States Currency	)	
	)	
v.	)	Miscellaneous No.:
	)	JUDGE
Rinova The Wellness Group, P.C., and	)	
Pain, M.D., LLC,	)	
Claimants	)	

By: s/ David G. Rogers

David G. Rogers

PO Box 1227

Franklin, TN 37065

[dgrtrustee@comcast.net](mailto:dgrtrustee@comcast.net)

*For Claimaint Chapter 7 Trustee for Pain MD*

### **CERTIFICATE OF SERVICE**

I hereby certify that on this 19<sup>th</sup> day of November, 2019, a copy of the foregoing Motion to Approve Settlement Agreement and Exhibit and proposed Order were filed electronically. Notice of this filing was sent to the following: Robert A. Peal, Sims Funk, PLC, 3322 West End Ave., Suite 200, Nashville, TN 37203, [rpeal@simsfunk.com](mailto:rpeal@simsfunk.com) and David G. Rogers via email at [dgrtrustee@comcast.net](mailto:dgrtrustee@comcast.net).

s/ Ellen Bowden McIntyre

ELLEN BOWDEN MCINTYRE

Assistant United States Attorney

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

In re: \$49,112.51 United States Currency

(b) County of Residence of First Listed Plaintiff \_\_\_\_\_

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

AUSA Ellen Bowden McIntyre, United States Attorney's Office,  
110 9th Avenue South, Suite A-961, Nashville, TN 37203-3870  
Tel: (615) 736-5151; Email: Ellen.Bowden2@usdoj.gov**DEFENDANTS**

RINOVA The Wellness Group, P.C. and Pain, M.D. L.L.C.,

County of Residence of First Listed Defendant **WILLIAMSON COUNTY**

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Robert A. Peal, Esq., Sims Funk, PLC,  
322 West End Ave., Suite 200, Nashville, TN 37203  
Tel: (629) 215-8917; Email: rpeal@simsfunk.com**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question  
(U.S. Government Not a Party)
- ☐ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input checked="" type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education <b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding    ☐ 2 Removed from State Court    ☐ 3 Remanded from Appellate Court    ☐ 4 Reinstated or Reopened    ☐ 5 Transferred from Another District (specify)    ☐ 6 Multidistrict Litigation - Transfer    ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
18 U.S.C. § 981(a)(1)(A) and (C) and 18 U.S.C. § 1347 and 18 U.S.C. § 1956

Brief description of cause:

forfeiture to the United States of \$49,112.51 and proceeds of or property

**VII. REQUESTED IN COMPLAINT:**☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.    DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE William L. Campbell, Jr.

DOCKET NUMBER 3:18-cv-01289

DATE

11/19/3919

SIGNATURE OF ATTORNEY OF RECORD

s/ Ellen Bowden McIntyre

FOR OFFICE USE ONLY

RECEIPT #

Case 3:19-cv-01034 Document 1-1 Filed 11/19/19 Page 1 of 1 PageID #: 3

# EXHIBIT 1

## **SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

This Settlement Agreement and Mutual Release ("Settlement Agreement") is entered into as of the latest date of signature below ("Effective Date"), by and between Rinova The Wellness Group, P.C., ("Rinova"), Pain MD, LLC ("Pain MD") by and through its Chapter 7 Bankruptcy Trustee David Rogers, and the United States of America ("United States"). Rinova, Pain MD, and the United States are collectively referred to herein as the "Parties" and individually as a "Party."

### **RECITALS**

WHEREAS, in or about February 2019, Pain MD, Inc. ("Pain MD") and Rinova entered into an agreement to have Rinova purchase certain of Pain MD's Tennessee-based pain clinic assets;

WHEREAS, Rinova has funds in the amount of \$49,112.51 in United States currency ("Defendant Property"), which are funds representing and in lieu of certain funds received from federal health care program(s);

WHEREAS, it is the position of the United States:

- a. That any attempted transfer of the Defendant Property would be a violation of 18 U.S.C. § 1347 (health care fraud) and 18 U.S.C. § 1956 (money laundering); and
- b. That a forfeiture of the Defendant Property, pursuant to 18 U.S.C. §§ 981(a)(1)(A) and (C), as proceeds of or property traceable to a violation of 18 U.S.C. § 1347 and 18 U.S.C. § 1956, is appropriate because the United States contends the following:
  - i. The purpose of the agreements for Rinova to purchase Pain MD assets in Tennessee and to further lease Pain MD assets in Virginia was an effort by Pain MD to circumvent the Medicare payment suspension of Pain MD by acquiring new Medicare billing numbers that could be used to bill Medicare and receive Medicare payments;
  - ii. Rinova continued to operate the former Pain MD clinics in Tennessee and Virginia as if they were the same Pain MD entities, using essentially the same employees, clinics, locations, and patients;
  - iii. Any payments made to Rinova would be funneled back to Pain MD under the guise of future payments for the sale of Pain MD's assets to Rinova; and
  - iv. The Defendant Property was intended to be funneled back to Pain MD;

WHEREAS, the Centers for Medicare & Medicaid Services ("CMS") have suspended Medicare payments to Rinova, and is reviewing allegations of fraud pursuant to 42 C.F.R. § 405.372(a)(4)(iii) ("the CMS Investigation").

WHEREAS, Rinova represents that it is no longer an active entity, has no personnel, and no longer has access or resources to respond to CMS's active investigation into its provision of

medical services and the Defendant Property;

WHEREAS, no other persons or entities have asserted an interest in the Defendant Property;

WHEREAS, Rinova and Pain MD disagree with the foregoing recitals set forth in Paragraphs (a) and (b)(i)-(iv) by the United States; and

WHEREAS, in order to avoid the costs of litigation, the Parties have agreed to finally resolve and settle all claims and disputes between them related to the Defendant Property, on the terms set forth below, and agree to the entry of the proposed Order of Forfeiture attached hereto.

### **AGREEMENT AND MUTUAL RELEASE**

NOW, THEREFORE, in consideration of the foregoing Recitals, subject to the terms and conditions contained herein, and subject to the District Court's approval, the Parties agree as follows:

1. **Forfeiture.** The Parties agree to the forfeiture of the Defendant Property;
2. The Defendant Property shall be seized and turned over to the United States Marshal Service. An Order of Forfeiture will enter as to the Defendant Property, which shall be deposited in the appropriate asset forfeiture fund for lawful distribution.
3. In consideration of the terms and provisions and Mutual Releases of this Settlement Agreement, the sufficiency of which is acknowledged by the execution of this Settlement Agreement, Claimants Rinova and Pain MD, on one hand, and the United States on the other hand, hereby fully and forever relieve, release, and discharge one another, and any of their respective parents, subsidiaries and affiliated companies, successors, assigns, current and/or former owners, directors, officers, general partners, limited partners, employees, attorneys, representatives, agents, and stockholders, and each of them from any and all debts, liabilities, demands, obligations, promises, acts, contracts, costs, expenses, attorneys' fees, damages, and causes of action of every nature, character, and description, known or unknown, suspected or unsuspected, certain or contingent, arising out of, in connection with, or relating to the claims asserted by Claimant for any interest they may have now or in the future in or to the Currency that is the subject of this Settlement Agreement or any claims that could have been asserted (the "Released Claims");
4. **Pain MD's Bankruptcy Claim.** As it is in their best interest, upon approval of this settlement by the Court and distribution of the proceeds in accordance with this Settlement Agreement, Rinova and Pain MD, by and through David Rogers in his role as Pain MD's Chapter 7 Trustee, withdraw any claim they have made and agree not to file any claim, right or interest they could have made or could make in the future, as to any of the Defendant Property, except as provided for in this Settlement

Agreement.

5. Mutual Specific Releases.

- a. In consideration of the terms and provisions of this Settlement Agreement, the sufficiency of which is acknowledged by the execution of this Settlement Agreement, Rinova, on one hand, and the United States, on the other hand, hereby fully and forever relieve, release, and discharge one another, and any of their respective parents, subsidiaries and affiliated companies, successors, assigns, current and/or former owners, directors, officers, general partners, limited partners, employees, attorneys, representatives, agents, and stockholders, and each of them from any and all debts, liabilities, demands, obligations, promises, acts, contracts, costs, expenses, attorneys' fees, damages, and causes of action of every nature, character, and description, known or unknown, suspected or unsuspected, certain or contingent, arising out of, in connection with, or relating to the claims asserted by Rinova, including any claims arising out of the CMS review, for any interest they may have now or in the future in or to the Defendant Property that is the subject of this Settlement Agreement or any claims that could have been asserted (the "Released Claims");
  - b. Subject to the above paragraphs, the Parties further agree that, except for purposes of enforcing this Settlement Agreement, or otherwise for the purpose of seeking redress for breach of this Settlement Agreement, none of the Parties shall in the future institute any suit, charge, complaint, claim, or cause of action at law, in equity, or otherwise, against the others, arising from, in connection with, or relating to the Released Claims; and
  - c. THE RELEASED CLAIMS COVER ALL DAMAGES AND CLAIMS FOR THE AMOUNT OF THE PAYMENT of \$49,112.51, INCLUDING BUT NOT LIMITED TO THOSE IN CONTRACT AND TORT, WHETHER KNOWN OR UNKNOWN, AND WHETHER ACTUAL AND/OR PUNITIVE. EACH PARTY AND THEIR RESPECTIVE REPRESENTATIVES, HEIRS AND ASSIGNS HEREBY EXPRESSLY WAIVES ANY RIGHT TO THE BENEFIT OF THE PROVISIONS OF ANY LAW WHICH PROVIDES THAT A RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO IT MAY HAVE MATERIALLY AFFECTED SETTLEMENT WITH THE DEBTOR.
6. Attorneys' Fees. Pursuant to 28 U.S.C. § 2465, and except as otherwise provided herein, each Party shall bear its own costs and attorneys' fees.
7. Integration Clause. This Settlement Agreement contains the entire agreement of the Parties with regard to the matters set forth and shall be binding upon and inure to the benefit of the Parties hereto and their parent or subsidiary corporations, predecessors, successors, assigns, and each of their respective shareholders, officers, directors, and insurers.



8. Modification. This Settlement Agreement may not be modified, amended, or changed in any way unless in a writing executed by each of the Parties and/or the duly authorized representatives of the Parties.
9. Waiver. The failure of any Party to this Settlement Agreement to require the performance of any term or obligation imposed by this Settlement Agreement, or the waiver by any Party of any breach of this Settlement Agreement shall not prevent any subsequent enforcement of such term or obligation nor shall it constitute a waiver of any subsequent breach.
10. Breach of this Agreement. None of the releases set forth herein is intended to or does release any claims arising out of a breach of this Settlement Agreement. The prevailing party in any litigation arising out of the breach of this Settlement Agreement shall be entitled to its attorneys' fees and costs.
11. Authority. The signatories warrant and represent that they are properly empowered to enter into this Settlement Agreement on behalf of, respectively, the United States, Rinova, and Pain MD.
12. Jurisdiction and Choice of Law. This Settlement Agreement shall be construed and interpreted in accordance with the laws of the United States. The Parties agree that jurisdiction over any and all disputes regarding the Settlement Agreement shall lie exclusively in the United States District Court for the Middle District of Tennessee, Nashville Division.
13. Execution in Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument binding upon all of the Parties, notwithstanding that all of the Parties are not signatories to the same counterpart.
14. Cooperation of Parties. The Parties acknowledge and agree to cooperate fully and to execute any supplementary documents and to take any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Settlement Agreement.
15. No Admission. This Settlement Agreement has been signed as a compromise and resolution of disputed claims and the execution of this Settlement Agreement is not to be considered as an admission of liability by any Party.
16. Successors and Assigns. This Settlement Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Parties to this Settlement Agreement and each of them. This Settlement Agreement is intended to and shall release and inure to the benefit of the Parties' respective successors-in-interest, parents, subsidiaries, affiliated and/or related corporations, divisions, owners, officers, directors, partners, agents, employees, representatives, stockholders, accountants, and attorneys, both individually and in the capacity indicated.
17. No Assignment or Transfer of Claims. The Parties warrant and represent that the Parties



have not assigned or agreed to assign to any person or entity all or any part of any claims addressed in this Settlement Agreement.

18. **Severability.** If any word, clause, phrase, sentence, or paragraph of this Settlement Agreement is declared void or unenforceable by any Court, such portion shall be considered independent of, and severable from, the remainder, the validity of which shall remain unaffected. In the event any word, clause, phrase, sentence, or paragraph of this Settlement Agreement is determined by any court to be invalid, void, or unenforceable, the Parties agree to negotiate in good faith to restore the effect of the provision determined to be invalid.
19. **Interpretation.** This Settlement Agreement is entered into between financially sophisticated and knowledgeable parties and is entered into by the Parties in reliance upon the economic and legal bargains contained herein and shall be interpreted and construed in a fair and impartial manner without regard to the relative bargaining power of the Parties.
20. **Notices.** Unless specifically stated otherwise, all notices, documents and demand of any kind which any Party may be required or may desire to serve upon or deliver to any of the other Parties in connection with this Settlement Agreement may be served, at the election of the Party serving the notice, either by personal service or by mailing a copy of the notice or demand by Certified or Registered mail, proper postage pre-paid and return receipt requested, or by fax, addressed to such Party's representatives and attorneys at the addresses set forth below; if any such notice or demand is mailed, it shall be deemed to have been received on the date reflected on the return receipt or if the receipt is refused or such mailing is not accepted, then 14 days after the date of mailing. For any such notice sent by fax it shall also be sent by mail and shall be deemed received on the Court date transmitted if transmission is completed by 5:00 p.m. (Central Time), or the next Court day if transmitted after 5:00 p.m. (Central Time) or on a Court holiday or weekend.

**If sent to Rinova, it shall be sent to:**

Robert A. Peal, Esq.  
Sims Funk, PLC  
3322 West End Ave., Suite 200  
Nashville, TN 37203  
rpeal@simsfunk.com

**If sent to Pain MD, it shall be sent to:**

David G. Rogers  
Chapter 7 Trustee for Pain MD, LLC  
PO Box 1227  
Franklin, TN 37065  
dgrtrustee@comcast.net

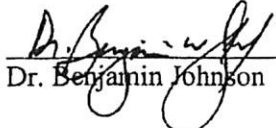
**If sent to the United States, it shall be sent to:**

Ellen Bowden McIntyre, AUSA  
United States Attorney's Office  
Middle District of Tennessee  
110 Ninth Avenue South, Suite A-961  
Nashville, TN 37203  
Fax: (615) 401-6626

21. THIS SETTLEMENT AGREEMENT AND RELEASE IS FULLY AND VOLUNTARILY ENTERED INTO BY THE PARTIES WITHOUT ANY DURESS OR COERCION. THE PARTIES HAVE BEEN GIVEN AN AMPLE AND LENGTHY OPPORTUNITY TO CONSULT WITH COUNSEL, IF THEY SO CHOOSE. THE PARTIES HAVE CAREFULLY AND COMPLETELY READ ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT.
22. THE PARTIES UNDERSTAND AND AGREE WITH ALL OF THE PROVISIONS AND TERMS STATED ABOVE.

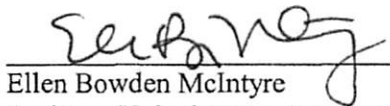
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RINOVA THE WELLNESS GROUP, P.C.

By:   
Dr. Benjamin Johnson


Date: Nov 15, 2019

THE UNITED STATES OF AMERICA  
Donald Q. Cochran, United States Attorney  
Middle District of Tennessee

By:   
Ellen Bowden McIntyre  
Assistant United States Attorney

Date: 11/15/19

PAIN MD, LLC

By:   
David G. Rogers  
In his capacity as Chapter 7 Trustee for Pain MD, LLC

Date: 11-18-19

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION

In re: \$49,112.51 United States Currency	)	
	)	
v.	)	Miscellaneous No.:
	)	JUDGE
Rinova The Wellness Group, P.C., and	)	
Pain, M.D., LLC,	)	
Claimants	)	

**ORDER APPROVING SETTLEMENT AGREEMENT,  
ENTRY OF AN ORDER OF FORFEITURE  
AND DISMISSAL OF ACTION**

Upon review of the Joint Motion to Approve Settlement Agreement, Entry of an Order of Forfeiture and Dismissal of Action, and it appearing that all matters between these parties about the funds below have been settled and compromised, and the Court being fully advised in the premises;

IT IS HEREBY ORDERED AND ADJUDGED that the terms of the attached Settlement Agreement are hereby approved, including forfeiture to the United States of \$49,112.51 United States currency pursuant to 18 U.S.C. § 981(a)(1)(A) and (C) as proceeds of or property traceable to a violation of 18 U.S.C. § 1347 and 18 U.S.C. § 1956.

IT IS FURTHER ORDERED AND ADJUDGED that the \$49,112.51 in United States currency is hereby forfeited to the United States of America pursuant to 18 U.S.C. § 981(a)(1)(A) and (C) as proceeds of or property traceable to a violation of 18 U.S.C. § 1347 and 18 U.S.C. § 1956.

IT IS FURTHER ORDERED AND ADJUDGED that any claim, right or interest of Claimants on behalf of Rinova The Wellness Group, P.C., and/or Pain, M.D., LLC, to the \$49,112.51 United States currency are hereby extinguished.

IT IS FURTHER ORDERED AND ADJUDGED that the parties shall adhere to the terms of the attached Settlement Agreement.

IT IS FURTHER ORDERED that all right, title and interest to the Rinova The Wellness Group, P.C., United States currency has been extinguished as to the Claimants and is now extinguished as to any third party interest, and all right, title and interest to the Rinova The Wellness Group, P.C., United States currency is hereby vested in the United States of America, and the Rinova The Wellness Group, P.C., United States currency shall be disposed of according to law.

IT IS FURTHER ORDERED AND ADJUDGED that this Court retains jurisdiction for enforcement, if necessary;

IT IS FURTHER ORDERED AND ADJUDGED that upon entry of this Order, this case is dismissed.with prejudice

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UNITED STATES DISTRICT JUDGE